



PHY-25,478

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENT

#8  
Response  
9/13/02

COPY OF PAPERS  
ORIGINALLY FILED

In re application of: Jeffry Jovan Philyaw

Serial No.: 09/909,035

Filed: July 19, 2001

Group: 2876

Examiner: Not Yet Assigned

For: AUTOMATED CHECK VERIFICATION AND TRACKING SYSTEM (Steger  
2 of 2)

Assistant Commissioner for Patents  
Washington, D. C. 20231

Dear Sir:

I hereby certify that this correspondence is being deposited with the  
United States Postal Service as first class mail in an envelope  
addressed to Assistant Commissioner for Patents, Washington, DC  
20231 on

5/17/02  
(Date of Deposit)

Gregory M. Howison  
(Name of Person Mailing Document)

*Gregory M. Howison*  
(Signature)

5/17/02  
(Date of Signature)

**RESPONSE TO NOTICE OF MISSING PARTS OF NONPROVISIONAL APPLICATION  
TO ESTABLISH OWNERSHIP UNDER 37 C.F.R. 3.73(b) OF U.S. PAT. NO. 5,925,865 ISSUED  
JULY 20, 1999 TO PAUL STEGER**

A copy of the assignment establishing ownership by DCCP, Inc., 1209 Orange St., Wilmington, DE 19801, in the above identified Reissue application is attached herewith. This assignment was recorded February 20, 2002 on Reel/Frame 012631/0331.

Respectfully submitted,  
HOWISON, THOMA & ARNOTT, L.L.P.  
Attorneys for Applicant

*Gregory M. Howison*  
Gregory M. Howison  
Registration No. 30,646

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P.O. Box 741715  
Dallas, Texas 75374-1715  
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Fax: 972-479-0464  
May 17, 2002

### ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (Assignment) is entered into this 24th day of March, 2000 between Paul Steger, an individual residing at 2624 E. Shorewood Boulevard, Shorewood, Wisconsin 53211 (Assignor) and, DCCP, Inc. a Delaware corporation with offices at 1209 Orange Street, Wilmington, Delaware 19801 (Assignee).

WHEREAS, Assignor has covenanted to assign to Assignee certain patents as provided for herein and as identified in Schedule A, attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignor hereby warrants that (i) he has the full right and power to make the assignment of the Patents made hereby, including, without limitation, the granted patents and the underlying applications therefor listed on Schedule A hereto, as well as any continuations, divisionals, continuations-in-part, substitutions, additions and changes (collectively, the "Patents"), (ii) to Assignor's best knowledge and belief all of the Patents are valid, subsisting, and enforceable, and (iii) Assignor has made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on any of the Patents.
2. Assignor hereby grants, assigns, and conveys to Assignee all worldwide right, title, and interest in and to the Patents, including, without limitation, all renewal therefor, all proceeds therefor (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, and the goodwill, if any, of any business which may be associated with and symbolized by each of the Patents.
3. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and the empowered officials of all other governments, to issue or transfer all Patents to Assignee or otherwise as Assignee may direct.
4. Assignor hereby agrees to execute and deliver to Assignee, at Assignor's expense, any further documents, and do any further acts that may be deemed necessary by Assignee to enable Assignee to file, correct, reissue or otherwise perfect title to any Patents. Assignor hereby grants Assignee a Power of Attorney to effectuate this clause in the event that such further documents are not executed by Assignor or further acts are not performed in a reasonable time by Assignor.
5. Upon request and payment of reasonable compensation for his time, Assignor agrees at any time to: (a) communicate to Assignee any facts relating to the Patents and history known to Assignor; and (b) testify as to the same in any interference or other litigation or proceeding when requested to do so by Assignee.

6. This Assignment may not be altered, amended, or modified except by a writing signed by both Assignor and Assignee. This Assignment shall be binding upon Assignor and its partners, successors, and assigns, and shall insure to the benefit of the Assignee and its successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of New York and the applicable laws of the United States of America.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

PAUL STEGER

By: Paul Steger

Date: March 24, 2000

By providing the signature below, the Assignee hereby accepts assignment of the Patents.

DCCP, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

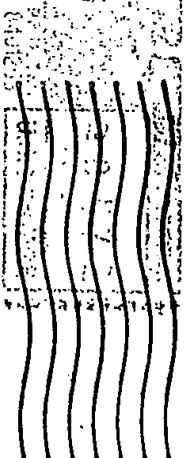
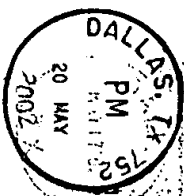
Date: \_\_\_\_\_

**SCHEDULE A**

<i>Patent</i>	<i>Country</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Issue Date</i>
5,594,226	U.S.	523,646	9/5/95	1/14/97
5,925,865	U.S.	863,731	5/27/97	7/20/99

HOWISON, THOMA & ARNOTT L.L.P.  
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Commissioner for Patents & Trademarks  
Washington, D. C. 20231

